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**RECIPROCAL WIRELESS INTERCONNECTION AGREEMENT**  
**TDS TELECOM - WISCONSIN AND AT&T WIRELESS SERVICES, INC.**

This Reciprocal Wireless Interconnection Agreement is made effective on the 1<sup>st</sup> day of April, 2003, between the TDS TELECOMMUNICATIONS CORPORATION subsidiaries or affiliates identified on Appendix A attached hereto and made a part hereof (collectively "TDS TELECOM"), and AT&T WIRELESS SERVICES INC., on behalf of its wireless operating affiliates ("AWS"), a Delaware corporation with its principal place of business located at 7277 164<sup>th</sup> Ave. NE, Redmond, Washington 98052. (Individually referred to as "party" or jointly referred to as "parties".)

The TDS TELECOM Companies are local exchange carriers in Wisconsin. AWS is a commercial mobile radio service provider operating in Wisconsin. TDS TELECOM and AWS desire to interconnect on an indirect basis for the purpose of exchanging traffic between the parties' customers.

Therefore, the Parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with the Act, and which is intended to supersede any previous arrangements between the Parties relating to such traffic.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows.

**SECTION I**  
**SCOPE OF AGREEMENT**

This Agreement shall cover reciprocal local interconnection arrangements between AWS's network in Wisconsin and TDS TELECOM's network in Wisconsin as described in Section 251(b)(5) of the Act. The exchange of interMTA traffic, if any, between other portions of TDS TELECOM's network and AWS's network shall be accomplished using interexchange carriers. Reciprocal exchange of Traffic addresses the exchange of Traffic between AWS subscribers and TDS TELECOM end-user customers. Each party shall reciprocally terminate on its network Traffic originating on the other party's network. Consistent with TDS TELECOM's current practice with AWS, either party's Traffic may be routed through one or more intermediaries for interconnection with the other party's system and, unless a direct connection is separately negotiated, may transit a tandem switch before reaching TDS TELECOM's end office. Reciprocal Traffic exchanged under this Agreement covers only Transport and Termination services provided in association with CMRS services. Other services may be purchased pursuant to TDS TELECOM's tariff. The Transport and Termination services provided hereunder are intended for wireless to wireline or wireline to wireless traffic, but not wireline to wireline communications or wireline to non-CMRS traffic for which a certificate of authority is legally required.

## SECTION II

1. Definitions. As used in this Agreement, the following terms shall have the meanings specified in this Section.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended, including the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized orders and regulations of the FCC.

1.2 "CMRS" or "Commercial Mobile Radio Service" is as defined in the Act.

3 "Commission" means the Public Service Commission of Wisconsin.

1.4 "FCC Order" means the FCC's First Report and Order, *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, rel. August 8, 1996 and the regulations promulgated thereunder.

1.5 "Local Traffic" means the completion of wireless to wireline and wireline to wireless calls which originate and terminate within the same MTA based on the location of the cell site serving the wireless subscriber and the central office for the landline end-user.

1.6 "Major Trading Area" (MTA) means a geographic area established in Rand McNally's Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

1.7 "Non-Local Traffic" means the completion of interMTA calls based on the location of the cell site serving the wireless subscriber and the central office for the landline end-user.

1.8 "Traffic" means all Local Traffic and Non-Local Traffic that originates on one party's network, and terminates on the other party's network.

1.9 "Termination" means the switching of Local Traffic at the terminating TDS TELECOM's end-office switch, or functionally equivalent facility, and the delivery of such Traffic to the called party.

1.10 "Transport" means the transmission and any necessary tandem switching by a party of Local Traffic from the point of interconnection between the parties, which point may be via the transit services provided by another carrier, to the terminating carrier's end-office switch or functionally equivalent facility that directly serves the called party.

2. Interpretation and Construction. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal or state government authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the parties agree to negotiate in good faith toward an agreement to modify, in writing, any affected term and condition of this Agreement to bring them into compliance with such law, rule, regulation or guideline. The headings of the Sections of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Agreement.

2.1 The parties enter into this Agreement without prejudice to any position they may take with respect to similar future agreements between the parties or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters including matters, related to the rates to be charged for transport and termination of Local Traffic or the types of arrangements prescribed by this Agreement.

### SECTION III TRAFFIC EXCHANGE

The default point of interconnection shall be at an appropriate access tandem. Each party shall be responsible for the cost of providing the trunks from its network to the point of interconnection for the calls which that party originates. Either party shall be allowed to establish a different point of interconnection for the calls which that party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other party. Each party shall bill the other for calls which the billing party terminates to its own customers and which were originated by the billed party. Applicable local Transport and Termination rates and billing procedures are set forth on the attached Appendix A, which is incorporated by reference. The billed party shall pay the billing party for all charges properly listed on the bill. Such payments are to be received within forty-five (45) days from the effective date of the statement. The billed party shall pay a late charge on the unpaid amounts that have been billed that are greater than thirty (30) days old. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The billed party shall pay the billing party the reasonable amount of the billing party's expenses related to collection of overdue bills. Neither party shall bill the other for traffic that is more than one (1) year old. The entire amount of net compensation (based on previously agreed upon traffic factors) due TDS for the exchange of Local Traffic prior to April 1, 2003 is set forth on Appendix A.

#### SECTION IV INDEPENDENT CONTRACTORS

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party.

#### SECTION V LIABILITY

##### A.

Neither party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other party's use of service provided under this Agreement. Each party shall indemnify and defend the other party against any claims or actions arising from the indemnifying party's use of the service provided under this Agreement, except for damages caused by the sole recklessness of the indemnified party.

##### B.

Neither party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

##### C.

The liability of either party to the other party for damages arising out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of applicable tariff(s) of the party. In the event no tariff(s) apply, the providing party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failure, mistakes, omissions, interruptions, delays, errors, or defects occur. Recovery of said amount shall be the injured party's sole and exclusive remedy against the providing party for such failures, mistakes, omissions, interruptions, delays, errors, or defects.

#### SECTION VI ATTORNEY'S FEES AND COURT COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

## **SECTION VII**

### **TERM OF AGREEMENT**

This Agreement shall commence on the effective date stated on the first page, and shall terminate one (1) year after the effective date. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either party, except that either party may elect not to renew and terminate by giving the other party written notice of its intention not to renew at least ninety (90) days prior to each anniversary date.

## **SECTION VIII**

### **THIRD PARTY BENEFICIARIES**

This Agreement is not intended to benefit any person or entity not a party to it and no third party beneficiaries are created by this Agreement.

## **SECTION IX**

### **GOVERNING LAW, FORUM, AND VENUE**

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed by the laws and regulations of the State of Wisconsin. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved before the Wisconsin Public Service Commission or in state or federal court in Wisconsin.

## **SECTION X**

### **ENTIRE AGREEMENT**

This Agreement incorporates all terms of the agreement between the parties. This Agreement may not be modified except in writing signed by both parties. This Agreement is a result of a negotiation between the parties, and it was jointly drafted by both parties. The undersigned signatories represent they have the authority to execute this Agreement on behalf of their respective companies. This Agreement can be executed in separate parts which together will constitute a single, integrated Agreement.

## **SECTION XI**

### **NOTICE**

Notices, bills and payments shall be effective when received via fax or direct delivery or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of AWS to:

Business Name:	AT&T Wireless Services, Inc.
Mailing Address:	7277 164 <sup>th</sup> Ave. NE
Shipping Address:	
City/State/Zip Code:	Redmond, Washington 98052
Attention:	Jill Mounsey
Contact Phone Number:	(425) 580-8677
Contact Fax Number:	(425) 580-8609

Billing Address: AT&T Wireless Services, Inc.  
Attention: Phillipe Mathis  
Address: 1010 N. Glebe Rd., Suite 800  
City/State/Zip Code: Arlington, VA 22201

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS Telecommunications Corporation  
Mailing Address: P. O. Box 22995  
Shipping Address: 9737 Cogdill Road, Suite 230  
City/State/Zip Code: Knoxville, TN 37933-0995 (37932 for Shipping)  
Attention: Director - Carrier Relations  
Contact Phone Number: (865) 966-4700  
Contact Fax Number: (865) 966-4720

Bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS Telecommunications Corporation  
Mailing Address: P.O. Box 5158  
City/State/Zip Code: Madison, WI 53705-0158  
Attention: Carrier Service Center

or to such other location as the receiving party may direct in writing.

AWS shall ensure bills and payments reference the specific TDS TELECOM company name(s) for which traffic is being billed or paid (see Appendix A for company list).

## SECTION XII ASSIGNABILITY

Either party may assign this Agreement upon the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no consent shall be required for the assignment of this Agreement in the context of the sale of all or substantially all of the assets or stocks of either of the parties. Notwithstanding the foregoing, either party may assign this Agreement or any rights or obligations hereunder to an affiliate of such party without the consent of the other party.

### SECTION XIII TERMINATION

Termination Upon Default. Either party may terminate this Agreement in whole or in part in the event of a default by the other party, provided, however, that the non-defaulting party notifies the defaulting party in writing of the alleged default and the defaulting party does not cure the alleged default within thirty (30) calendar days of receipt of the written notice thereof. In addition, the Agreement may not be terminated for default without the Commission's approval.

Liability Upon Termination. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation which is expressly stated in this Agreement. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination of this Agreement.

### SECTION XIV CONFIDENTIALITY

Confidentiality. The Parties to this Agreement recognize they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business of networks as a result of this Agreement. Each Party agrees to treat all such data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other Party.

### SECTION XV DISPUTE RESOLUTION

Dispute Resolution Process. The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement, except for (i) an action seeking to compel compliance with the confidentiality provision of Section XIV or this dispute resolution process (venue and jurisdiction for which would be in Wisconsin) or (ii) disputes that fall within the jurisdiction of the FCC or Commission, unless the parties agree at the time of the dispute to submit the matter to arbitration rather than the FCC or the Commission.

At the written request of a Party commencing the dispute resolution process described herein, each Party will appoint a representative to meet and negotiate in good faith for a period of sixty (60) days (unless it becomes clear that a voluntary resolution is unlikely) after the request to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by nonlawyer, business representatives but nothing prevents either Party from also involving an attorney in the process. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon mutual agreement of the representatives, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussion and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without concurrence of both Parties. The history of efforts to resolve the dispute may be disclosed to the extent needed to satisfy legal requirements.

If the negotiations do not resolve the dispute within sixty (60) days (sooner if it becomes clear that a voluntary resolution is unlikely) after the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or such other rules to which the parties may agree, unless the parties mutually agree to submit the dispute directly to the Commission for resolution. A party may demand such arbitration in accordance with the procedures set out in those rules. The arbitration hearing shall be commenced within forty-five (45) days after the demand for arbitration and shall be held in Wisconsin. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. The decision of the arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, subject to review by the Commission. The parties shall submit a copy of each arbitration opinion to the Commission. The arbitrator's decision shall remain in effect unless the Commission acts within forty-five (45) days to suspend, modify or reject the decision.

Each party shall bear its own costs and attorneys' fees of the arbitration procedures set forth in this Section and shall equally split the fees and costs of the arbitration and the arbitrator.



SECTION XVI  
MISCELLANEOUS

The parties acknowledge that TDS TELECOM asserts that it is entitled to a rural exemption as provided by 47 USC 251(f) and that by entering into this agreement TDS TELECOM does not waive such exemption.

**TDS Telecommunications Corporation, (not individually but as agent for the TDS TELECOM affiliates identified on Appendix A)**

Signature

(Date)

Printed name and title:

Louis D. Reilly, III

Director - Carrier Relations

**AT&T Wireless Services, Inc.**

Signature

(Date)

Printed name and title:

Jill Mounsey

Director, Industry Relations

**Signature Page to Wireless Interconnection Agreement between TDS Telecommunications Corporation (Wisconsin Cos.) and AT&T Wireless Services, Inc. dated the 1<sup>st</sup> day of April 2003 relating to the exchange of Local Traffic.**

**APPENDIX A**  
**Local Transport and Termination Rates and Billing Procedures**

The parties shall reciprocally and symmetrically compensate one another for local traffic terminated to their respective customers at the rates set forth below:

<u>COMPANY</u>	<u>\$/MOU</u>
Burlington, Brighton & Wheatland Telephone Company	.0079
Badger Telecom, Inc.	.0235
Black Earth Telephone Company, Inc.	.0124
Bonduel Telephone Company	.0140
Central State Telephone Company	.0164
Dickeyville Telephone Corporation	.01478
EastCoast Telecom, Inc.	.0134
The Farmers Telephone Company	.01676
Grantland Telecom, Inc.	.0147
Mid-Plains, Inc.	.007691
Midway Telephone Company	.0150
Mt. Vernon Telephone Company	.0074
Riverside Telecom, Inc.	.0121
The Scandinavia Telephone Company	.0176
Southeast Telephone Company of Wisconsin, Inc.	.00957
Stockbridge & Sherwood Telephone Company	.0132
Tenney Telephone Company	.0125
UTELCO, Inc.	.0168
Waunakee Telephone Company, Inc.	.0080

**Net Compensation due TDS for April 2001 through March 2003:**

Burlington, Brighton & Wheatland Telephone Company	\$ 1,076.76
Black Earth Telephone Company, Inc.	\$ 232.89
Central State Telephone Company	\$ 520.91
Dickeyville Telephone Corporation	\$ 77.87
EastCoast Telecom, Inc.	\$ 2,885.16
The Farmers Telephone Company	\$ 399.53
Grantland Telecom, Inc.	\$ 94.91
Mid-Plains, Inc.	\$ 5,498.11
Mt. Vernon Telephone Company	\$ 2,106.38
Riverside Telecom, Inc.	\$ 1,132.82
Southeast Telephone Company of Wisconsin, Inc.	\$ 3,561.70
Stockbridge & Sherwood Telephone Company	\$ 1,936.54
UTELCO, Inc.	\$ 1,832.32
Waunakee Telephone Company, Inc.	\$ 1,038.81

TDS TELECOM shall obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by AWS and terminating to TDS TELECOM. This report information shall be used by TDS TELECOM for billing AWS for traffic terminating to TDS TELECOM. In the case of data loss or errors in the records provided, the Parties agree to bill and pay for estimated usage based on each Parties prior months' historical data.

Either party may elect to measure actual terminating local traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator. AWS has made such election.

Either party may bill on a monthly, quarterly, semi-annual or annual basis, as mutually agreed.

In the event the Traffic terminated on the parties' respective networks is de minimus such that the total minutes for which either party is entitled to compensation is less than 15,000 minutes of use for a three month period (or 5,000 minutes of use for a one month period), the parties agree that the only compensation for such Traffic will be in the form of the reciprocal Transport and Termination services provided by the other party, and no billings will be issued by either party. Total minutes for TDS TELECOM includes the minutes for all TDS Telecommunications companies included in this Agreement.

Either party may perform an audit of the other party's billing information related to terminating minutes of use of the billed party. The parties agree that such audits shall be performed no more than one time per calendar year. Each party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited party during normal business hours.